

PROJECT: I-19-1(4)  
(N-810-601)  
HIGHWAY: NOGALES-TUCSON  
SECTION: I-19 & Ajo Way

AGREEMENT

THIS AGREEMENT entered into this 24<sup>th</sup> day of January, 1983 between the State of Arizona, acting by and through its Department of Transportation, hereinafter called "State" and Santa Cruz Plaza, an Arizona Joint venture, hereinafter called "Santa Cruz".

WHEREAS, State is empowered by Section 28-1803 Arizona Revised Statutes to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned the authority to execute same on behalf of the State;

WHEREAS, Santa Cruz desires to enter into this agreement and by "letter of authority" attached hereto and made a part hereof has designated the undersigned as authorized signatory to this agreement;

WHEREAS, it is to the mutual benefit of the parties to revise and improve the traffic operation on Ajo Way at I-19 by establishing a break in the access control on the north side of Ajo Way, east of the Ajo Way Traffic Interchange to enable traffic to leave Ajo Way via a new one-way driveway which may be entered at a point on Ajo Way opposite the relocated northbound I-19 off ramp;

WHEREAS, the Parties agree that the following modifications shall be made:

- (1) The northbound and southbound I-19 off ramps shall be modified to provide for right angled, signalized intersection with Ajo Way;
- (2) The intersection of Ajo Way and 16th Avenue (North) shall be signalized;
- (3) A raised median shall be completed in Ajo Way as required; and,
- (4) A new one-way driveway from Ajo Way shall be completed into the planned shopping center beginning at a point on Ajo Way opposite the relocated I-19 off ramp;

WHEREAS, in order to facilitate the design and construction of the necessary off ramps and appurtenances, the parties hereto agree as follows:

SANTA CRUZ:

1. Has engaged at its expense a qualified consultant to design and develop complete plans and engineering data for the proposed construction and submitted same to State for approval.
2. Has engaged a qualified consultant to develop a traffic control plan which will include temporary signing, striping and such temporary traffic signals as may be necessary during the period of construction of said project, and furnished said plan to State for approval.

3. Shall save and hold State harmless from all liability however arising to any and all persons, whether for personal injuries or otherwise and from any claim of any person of damage to or loss of property by reason of any negligent act by Santa Cruz, its agents and employees.

4. Shall reimburse State for costs of constructing the modifications as listed in (1), (2), (3) and (4) above in accordance with said plans, plus the costs of necessary poles, controllers and interface units, less the amount State agrees to pay as set forth under State's obligations. Final payment to be based on actual bid prices plus approved change orders established through the construction contract. Said costs shall be determined from bids submitted in accordance with the schedule shown on Exhibit A attached hereto, plus the costs of necessary poles, controllers, and interface units. Item 27(c) on the schedule shall be paid for by Santa Cruz; but the State shall be responsible for all costs associated with Area 1 on the schedule (i.e., southbound I-19 off ramp), all of the costs associated with Item 27(a) on the schedule, one-half of the costs associated with Item 27(b) on the schedule, and one-third of the cost for Item 30 on the schedule.

5. Upon execution of this agreement, place One Hundred Thousand (\$100,000) dollars in an escrow account payable to State to be used to pay the ongoing costs of constructing said project. When the balance in said escrow account is reduced to Twenty-five Thousand (\$25,000) dollars, Santa Cruz will promptly deposit an amount sufficient to return the balance to One Hundred Thousand (\$100,000) dollars until such time as the remaining costs will not reasonably be expected to exceed that amount; after which time Santa Cruz need only keep in said escrow account an amount sufficient to cover all anticipated remaining costs. After completion of construction and payment of all costs and contracts and the reconstructed highway has been approved by the State and reopened to the public, all money remaining in said account shall be returned to Santa Cruz.

STATE SHALL:

1. Review and approve the design of said proposed construction as submitted by Santa Cruz and submit said plans to competitive bid.

2. Pay an estimated cost of Eighty Thousand (\$80,000) dollars of the projected cost for construction of said project. Said payment to be budgeted through Project Number F-056-1-903. The State's share of said costs shall be determined from bids submitted in accordance with schedule shown on Exhibit A attached hereto, plus State's share of signal equipment. State shall be responsible for all costs associated with Area 1 on the Schedule (i.e., southbound I-19 off ramp), all of the costs associated with Item 27(a) on the Schedule, one-half of the costs associated with Item 27(b) on the Schedule, and one-third of the cost for Item 30 on the Schedule.

3. Provide necessary landscaping, pavement marking and permanent traffic advisory signs.

This agreement shall remain in full force and effect until completion of said construction project as aforesaid; provided, however, that agreements herein relating to maintenance shall be in perpetuity.

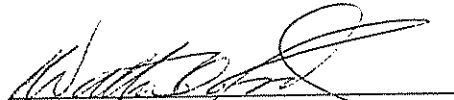
All parties hereto acknowledge that this agreement is subject to cancellation by the Governor pursuant to the provisions of Section 38-511 Arizona Revised Statutes.

All parties hereto agree to abide by the arbitration requirements as set forth in Section 12-1518 (b & c) Arizona Revised Statutes, as amended.

Attached hereto and incorporated herein by reference is a copy of State's Resolution authorizing entry into this agreement.

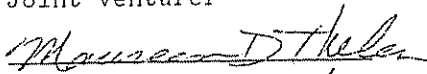
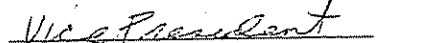
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

State of Arizona  
Department of Transportation

  
W. O. Ford  
Chief Deputy State Engineer

Santa Cruz Plaza,  
an Arizona Joint Venture

By: First Service Corporation,  
an Arizona Corporation,  
Joint venturer

By:   
Its: 

By: Diversified Properties Company  
a California Partnership,  
joint venturer

By:   
General Partner

By:   
General Partner

I-19 / Ajo Way

Area 1 - SB I-19 Off Ramp / Ajo Way  
Area 2 - Remainder of Project

REVISED SPECIAL PROVISIONS

<u>Bid Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Item Price</u>
1.	Demolition (Area 1)	1 Job	LS	_____	_____
2.	Demolition (Area 2)	1 Job	LS	_____	_____
3.	Roadway Grading (Area 1)	1 Job	LS	_____	_____
4.	Roadway Grading (Area 2)	1 Job	LS	_____	_____
5.	Subgrade Preparation (Area 1)	492	SY	_____	_____
6.	Subgrade Preparation (Area 2)	5,648	SY	_____	_____
7.	Select Material (Area 1)	349	TON	_____	_____
8.	Select Material (Area 2)	3,371	TON	_____	_____
9.	ABC (Area 1)	34	TON	_____	_____
10.	ABC (Area 2)	442	TON	_____	_____
11.	Asphaltic Concrete (Area 1)	24	TON	_____	_____
12.	Asphaltic Concrete (Area 2)	289	TON	_____	_____
13.	AC Finishing Course (Area 1)	6	TON	_____	_____
14.	AC Finishing Course (Area 2)	74	TON	_____	_____
15.	Delineators [Type M8-1(1)] (Area 1)	7	EA	_____	_____
16.	Concrete Curb (Area 1)	252	LF	_____	_____
17.	Concrete Curb (Area 2)	47	LF	_____	_____

<u>Bid Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Item Price</u>
18.	Concrete Curb & Gutter (Area 1)	205	LF	_____	_____
19.	Concrete Curb & Gutter (Area 2)	3,634	LF	_____	_____
20.	Concrete Sidewalk (Unit 2)	4,408	SF	_____	_____
21.	Concrete Valley Gutter (Area 2)	189	LF	_____	_____
22.	Concrete Catch Basin, Type I (Area 2)	2	EA	_____	_____
23.	Relocate Irrigation System (Area 1)	1 Job	LS	_____	_____
24.	Relocate Irrigation System (Area 2)	1 Job	LS	_____	_____
25.	Relocate Fire Hydrant (Area 2)	1	EA	_____	_____
26.	Relocate Water Meter (Area 2)	1	EA	_____	_____
27.	Traffic Signals				
	a. Ajo Way/SB I-19 Off Ramp	1 Job	LS	_____	_____
	b. Ajo Way/NB I-19 Off Ramp	1 Job	LS	_____	_____
	c. Ajo Way/16th Ave.	1 Job	LS	_____	_____
28.	Electrical Service Conversion	1 Job	LS	_____	_____
29.	Survey Monuments	1	EA	_____	_____

<u>Bid Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Item Price</u>
30.	Traffic Control	1 Job	LS	_____	_____

Abbreviations

LS = Lump Sum  
 EA = Each  
 SY = Square Yard  
 LF = Lineal Foot  
 SF = Square Foot

Project: I-19-1(4)

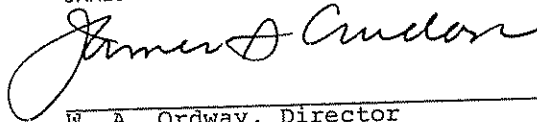
Section: I-19 & Ajo Way

RESOLUTION

BE IT RESOLVED on this 7th day of December, 198 2, that I, W. A. Ordway, as Director, ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interests of the State of Arizona that the DEPARTMENT OF TRANSPORTATION, acting by and through the Highways Division, enter into an Intergovernmental Agreement with Santa Cruz Plaza, an Arizona Joint Venture for installation of an access road allowing egress from the westbound traffic lane of Ajo Way at a point just east of the Ajo Way Traffic Interchange and for installation of traffic control devices at said egress point.

Therefore, authorization is hereby given to draft said Agreement which, upon completion, shall be submitted for approval and execution by the Chief Deputy State Engineer.

JAMES S. CREEDON, Deputy Director



for: W. A. Ordway, Director  
Arizona Department of Transportation

JDC:ea

RESOLUTION

RESOLVED, that Maureen Thelen, Vice President of First Service Corporation, is hereby authorized to execute on behalf of the Corporation that certain agreement between the State of Arizona and Santa Cruz Plaza, an Arizona joint venture comprised of First Service Corporation and Diversified Properties Company, a California partnership, relative to Project No. I-19-1(4)  
(N-810-610)  
Highway: Nogales-Tucson  
Section: I-19 & Ajo Way

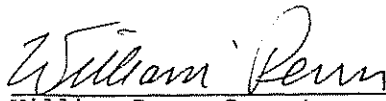
relative to the improvement of traffic operation on Ajo Way at I-19 by establishing a break in the access control on the North side of Ajo Way, East of the Ajo Way traffic interchange, to enable traffic to leave Ajo Way via a new one-way driveway which may be entered at a point on Ajo Way opposite the relocated Northbound I-19 off-ramp.

CERTIFICATION

I, William Penn, hereby certify as follows:

I am the duly elected and acting Secretary of First Service Corporation, an Arizona corporation, and at a regular meeting of the Board of Directors of the Corporation held in Phoenix, Arizona, on the 19th day of January, 1983, all of the Board of Directors being present and voting unanimously thereon, the foregoing Resolution was adopted and the same remains in full force and effect.

DATED this 19th day of January, 1983.

  
William Penn, Secretary